

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
PATENT APPLICATION EXAMINING OPERATIONS

Applicant : Andrew Vilcauskas, Jr., et al. Group Art Unit:  
Serial No. : Examiner:  
Filed : Concurrently herewith  
Title : POST-SESSION INTERNET ADVERTISING SYSTEM

AFFIDAVIT/DECLARATION OF  
ANDREW VILCAUSKAS  
UNDER 37 CFR §1.132

Miller Nash LLP  
3500 U.S. Bancorp Tower  
111 S.W. Fifth Avenue  
Portland, Oregon 97204  
May 24, 2001

Commissioner for Patents  
Box Patent Application  
Washington, DC 20231

Dear Sir:

I, Andrew J. Vilcauskas, Jr., hereby declare as follows:

1. I am a resident of Portland, Oregon. I have been working with computer technology on a full-time basis for the past 13 years. I first became aware of the World Wide Web and the Internet in the Fall of 1995 and have since been working on cutting-edge Internet technology. I am one of the original founders of ExitExchange Corporation and am presently the President of ExitExchange Corporation

2. I first became aware of the Unicast Internet Superstitial advertising method in early 2000 when I viewed a Web site that incorporated the Unicast's technology. At that time, Unicast's method first downloaded an advertisement or commercial to a cache memory and, second, immediately played the entire advertisement. Unicast's method appeared to be primarily directed to a method for downloading an advertisement without interfering with or slowing down network traffic initiated by a Web surfer viewer, i.e., requests for and downloads of Web pages. Unicast's method of immediately displaying an advertisement once it was fully downloaded into cache memory, however, was disruptive and interrupted the viewer's Web browsing experience.

3. On or about May 23, 2001 I reviewed Unicast's Web site ([www.unicast.com](http://www.unicast.com)) and specifically [http://www.unicast.com/pressroom/pr/oct18\\_99.html](http://www.unicast.com/pressroom/pr/oct18_99.html). This reference specifically states:

"Superstitials are non-banner rich media ads that can be any size on the screen and can be authored in most any creative format. Pre-loaded using a patent-pending 'polite' delivery system that eliminates the latency problems often experienced with streaming online advertising solutions, SUPERSTITIALs only play on a user-initiated break in surfing, such as a mouse click. Furthermore, SUPERSTITIALs never play until fully loaded, ensuring that every user gets a consistent and complete brand message and that each advertiser pays only for guaranteed impressions." (Emphasis supplied.)

Although this terminology is similar to the terms used to describe ExitExchange's advertising method, other language found at Unicast's Web site clarifies that the technologies are distinct. Specifically, language from the same article refers to the technology as "cache and play delivery." Further, in the October 1999 report by Millward Brown Interactive on "Evaluating the Effectiveness of the SUPERSTITIAL<sup>TM</sup>" (which is accessible from Unicast's Web site) specifically groups Unicast's Superstitial technology as "highly visible 'pop-up' style advertising." Similarly, in a recent article (accessible from Unicast's Web site) in WSJ.com, The

Wall Street Journal on "Choices, Choices, A Look at the Pros and Cons of Various Types of Web Advertising" (April 23, 2001), Unicast's Superstitials are grouped with pop-up ads. Further, in this article Unicast is quoted as saying that "it has developed rich-media ads with an edge: technology that allows an ad to pop up without slowing down the loading of the page behind it."

4. Based on my experience and Unicast's own information, I believe that a "user-initiated break in surfing" means that the user is taking a break from downloading Web pages. In other words, if a user requests a Web page, the advertisement does not begin to download until the Web page first downloads. Further, if the user request another page, the download of the advertisement halts. Once the download of the second page is complete, the download of the advertisement continues until the download process is completed or halted by the user's request for yet another Web page. So long as the user continues to request Web pages, the advertisement does not download completely. Once the user pauses in his surfing, the download process is allowed to complete and once complete, the advertisement is immediately displayed.

5. It is my belief that Unicast's Superstitial Technology is distinct from the technology of the present invention. Specifically, I believe that "a user-initiated break in surfing" is distinct from and does not obviate the "view triggering event" of the present invention.

6. Significant other differences exist between the technologies.

7. It is my belief that even if the Superstitial technology referred to on the Unicast Web site is similar to that employed by ExitExchange, Unicast's conception was subsequent to our date of conception. I, along with Matthew Middleton, explained our idea for a post-session Internet advertising method to Derk Wehler, a representative of potential investors,

in September 1997. This disclosure was made subject to a confidentiality agreement. Further, we first conceived the idea for and began to develop the technology for a post-session Internet advertising method in late 1996. In addition, in reviewing Unicast's Web site I noticed that it bears a year 2000 copyright notice. The "user-initiated break" language first came to our attention on or about May 21, 2001.

I further declare that all statements made herein are of my own knowledge, are true, and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Dated: 5-24-01

  
ANDREW J. VILCAUSKAS, JR.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
PATENT APPLICATION EXAMINING OPERATIONS

Applicant : Andrew Vilcauskas, Jr., et al. Group Art Unit:  
Serial No. : Examiner:  
Filed : Concurrently herewith  
Title : POST-SESSION INTERNET ADVERTISING SYSTEM

AFFIDAVIT/DECLARATION OF  
ROBERT D. BLOODGOOD III  
UNDER 37 CFR §1.132

Miller Nash LLP  
3500 U.S. Bancorp Tower  
111 S.W. Fifth Avenue  
Portland, Oregon 97204  
May 24, 2001

Commissioner for Patents  
Box Patent Application  
Washington, DC 20231

Dear Sir:

I, Robert D. Bloodgood III, hereby declare as follows:

1. I am a resident of Portland, Oregon. I have been working with computer technology on a full-time basis for the past 20 years. I first became aware of the World Wide Web and the Internet in the Fall of 1995 and have since been working on cutting-edge Internet technology. I am one of the original founders of ExitExchange Corporation and am presently the Chief Technical Officer of ExitExchange Corporation

2. I first became aware of the Unicast Internet Superstitial advertising method in early 2000 when I viewed a Web site that incorporated the Unicast's technology. At that time, Unicast's method first downloaded an advertisement or commercial to a cache memory and, second, immediately played the entire advertisement. Unicast's method appeared to be primarily directed to a method for downloading an advertisement without interfering with or slowing down network traffic initiated by a Web surfer viewer, i.e., requests for and downloads of Web pages. Unicast's method of immediately displaying an advertisement once it was fully downloaded into cache memory, however, was disruptive and interrupted the viewer's Web browsing experience.

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Although this terminology is similar to the terms used to describe ExitExchange's advertising method, other language found at Unicast's Web site clarifies that the technologies are distinct. Specifically, language from the same article refers to the technology as "cache and play delivery." Further, in the October 1999 report by Millward Brown Interactive on "Evaluating the Effectiveness of the SUPERSTITIAL<sup>TM</sup>" (which is accessible from Unicast's Web site) specifically groups Unicast's Superstitial technology as "highly visible 'pop-up' style advertising." Similarly, in a recent article (accessible from Unicast's Web site) in WSJ.com, The

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4. Based on my experience and Unicast's own information, I believe that a "user-initiated break in surfing" means that the user is taking a break from downloading Web pages. In other words, if a user requests a Web page, the advertisement does not begin to download until the Web page first downloads. Further, if the user request another page, the download of the advertisement halts. Once the download of the second page is complete, the download of the advertisement continues until the download process is completed or halted by the user's request for yet another Web page. So long as the user continues to request Web pages, the advertisement does not download completely. Once the user pauses in his surfing, the download process is allowed to complete and once complete, the advertisement is immediately displayed.

5. It is my belief that Unicast's Superstitial Technology is distinct from the technology of the present invention. Specifically, I believe that "a user-initiated break in surfing" is distinct from and does not obviate the "view triggering event" of the present invention.

6. Significant other differences exist between the technologies.

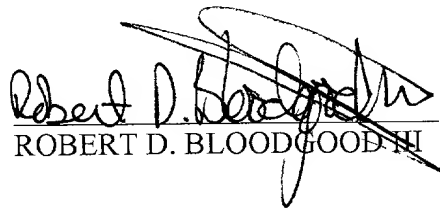
7. It is my belief that even if the Superstitial technology referred to on the Unicast Web site is similar to that employed by ExitExchange, Unicast's conception was subsequent to our date of conception. I, along with Andrew Vilcauskas and Matthew Middleton, began to develop the technology for a post-session Internet advertising method in late 1996. In

addition, in reviewing Unicast's Web site I noticed that it bears a year 2000 copyright notice.

The "user-initiated break" language first came to our attention on or about May 21, 2001.

I further declare that all statements made herein are of my own knowledge, are true, and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Dated: 5-24-01

  
ROBERT D. BLOODGOOD III

104250 5249560



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
PATENT APPLICATION EXAMINING OPERATIONS

Applicant : Andrew Vilcauskas, Jr., et al. Group Art Unit:  
Serial No. : Examiner:  
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Title : POST-SESSION INTERNET ADVERTISING SYSTEM

AFFIDAVIT/DECLARATION OF  
MATTHEW G. MIDDLETON  
UNDER 37 CFR §1.132

Miller Nash LLP  
3500 U.S. Bancorp Tower  
111 S.W. Fifth Avenue  
Portland, Oregon 97204  
May 24, 2001

Commissioner for Patents  
Box Patent Application  
Washington, DC 20231

Dear Sir:

I, Matthew G. Middleton, hereby declare as follows:

1. I am a resident of Portland, Oregon. I have been working with computer technology on a full-time basis for the past 18 years. I first became aware of the World Wide Web and the Internet in 1994 and have since been working on cutting-edge Internet technology. I am one of the original founders of ExitExchange Corporation and am presently the Chief Operating Officer of ExitExchange Corporation.

2. I first became aware of the Unicast Internet Superstitial advertising method in early 2000 when I viewed a Web site that incorporated the Unicast's technology. At that time, Unicast's method first downloaded an advertisement or commercial to a cache memory and, second, immediately played the entire advertisement. Unicast's method appeared to be primarily directed to a method for downloading an advertisement without interfering with or slowing down network traffic initiated by a Web surfer viewer, i.e., requests for and downloads of Web pages. Unicast's method of immediately displaying an advertisement once it was fully downloaded into cache memory, however, was disruptive and interrupted the viewer's Web browsing experience.

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I further declare that all statements made herein are of my own knowledge, are true, and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Dated: \_\_\_\_\_

May 24-2001



MATTHEW G. MIDDLETON

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
PATENT APPLICATION EXAMINING OPERATIONS

Applicant : Andrew Vilcauskas, Jr., et al. Group Art Unit:  
Serial No. : Examiner:  
Filed : Concurrently herewith  
Title : POST-SESSION INTERNET ADVERTISING SYSTEM

AFFIDAVIT/DECLARATION OF  
BRYAN HUNTER  
UNDER 37 CFR §1.132

Miller Nash LLP  
3500 U.S. Bancorp Tower  
111 S.W. Fifth Avenue  
Portland, Oregon 97204  
May 24, 2001

Commissioner for Patents  
Box Patent Application  
Washington, DC 20231

Dear Sir:

I, Bryan Hunter, hereby declare as follows:

1. I am a resident of Portland, Oregon. I have been working with computer technology on a full-time basis for the past 13 years. I first became aware of the World Wide Web and the Internet in 1994 and have since been working on cutting-edge Internet technology. I am presently the Vice President of Sales of ExitExchange Corporation

2. I first became aware of the Unicast Internet Superstitial advertising method in early 2000 when I viewed a Web site that incorporated the Unicast's technology. At

that time, Unicast's method first downloaded an advertisement or commercial to a cache memory and, second, immediately played the entire advertisement. Unicast's method appeared to be primarily directed to a method for downloading an advertisement without interfering with or slowing down network traffic initiated by a Web surfer viewer, i.e., requests for and downloads of Web pages. Unicast's method of immediately displaying an advertisement once it was fully downloaded into cache memory, however, was disruptive and interrupted the viewer's Web browsing experience.

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Dated: 5-24-01

  
BRYAN HUNTER

090654303-052401



Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number

# DECLARATION FOR UTILITY OR DESIGN PATENT APPLICATION (37 CFR 1.63)

☒ Declaration Submitted with Initial Filing OR ☐ Declaration Submitted after Initial Filing (surcharge (37 CFR 1.16 (e)) required)

Attorney Docket Number

KDO:195860-1

First Named Inventor

Andrew J. Vilcauskas

**COMPLETE IF KNOWN**

Application Number

/

Filing Date

Concurrently herewith

Group Art Unit

Examiner Name

As a below named inventor, I hereby declare that:

My residence, mailing address, and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

POST-SESSION INTERNET ADVERTISING SYSTEM

(Title of the Invention)

the specification of which

☒ is attached hereto

OR

☐ was filed on (MM/DD/YYYY)

as United States Application Number or PCT International

Application Number

and was amended on (MM/DD/YYYY)

(if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

I hereby claim foreign priority benefits under 35 U.S.C. 119(a)-(d) or (f), or 365(b) of any foreign application(s) for patent, inventor's or plant breeder's rights certificate(s), or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent, inventor's or plant breeder's rights certificate(s), or any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number(s)	Country	Foreign Filing Date (MM/DD/YYYY)	Priority Not Claimed	Certified Copy Attached?	
				YES	NO
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

☐ Additional foreign application numbers are listed on a supplemental priority data sheet PTO/SB/02B attached hereto:

[Page 1 of 2]

**DECLARATION — Utility or Design Patent Application**Direct all correspondence to: ☒ Customer Number or Bar Code Label 26790 OR ☐ Correspondence address below

Name

Address

City

State

ZIP

Country

Telephone

Fax

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

NAME OF SOLE OR FIRST INVENTOR :

☐ A petition has been filed for this unsigned inventorGiven Name  
(first and middle [if any]) Andrew J.Family Name  
or Surname Vilcauskas, Jr.Inventor's  
Signature

Date 5-24-01

Residence: City Tualatin

State OR

Country USA

Citizenship USA

Mailing Address  
7305 SW Delaware Circle

City Tualatin

State OR

ZIP 97062

Country USA

NAME OF SECOND INVENTOR:

☐ A petition has been filed for this unsigned inventorGiven Name  
(first and middle [if any]) Robert D.Family Name  
or Surname Bloodgood IIIInventor's  
Signature

Date 5-24-01

Residence: City Portland

State OR

Country USA

Citizenship USA

Mailing Address  
236 SE 90th

City Portland

State OR

ZIP 97216

Country USA

☒ Additional inventors are being named on the 1 supplemental Additional Inventor(s) sheet(s) PTO/SB/02A attached hereto.

Please type a plus sign (+) inside this box → ☐

PTO/SB/02A (11-00)

Approved for use through 10/31/2002 OMB 0651-0032

U S Patent and Trademark Office, U S DEPARTMENT OF COMMERCE

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## DECLARATION

## ADDITIONAL INVENTOR(S) Supplemental Sheet Page 1 of 1

Name of Additional Joint Inventor, if any:

☐ A petition has been filed for this unsigned inventor

Given Name (first and middle [if any])

Family Name or Surname

Matthew G.

Middleton

Inventor's  
Signature

Date 5-24-01

Residence: City Portland

State OR

Country USA

Citizenship USA

Mailing Address 14880 NW Fawnlily Drive

Mailing Address

City Portland

State OR

ZIP 97229

Country USA

Name of Additional Joint Inventor, if any:

☐ A petition has been filed for this unsigned inventor

Given Name (first and middle [if any])

Family Name or Surname

Inventor's  
Signature

Date

Residence: City

State

Country

Citizenship

Mailing Address

Mailing Address

City

State

ZIP

Country

Name of Additional Joint Inventor, if any:

☐ A petition has been filed for this unsigned inventor

Given Name (first and middle [if any])

Family Name or Surname

Inventor's  
Signature

Date

Residence: City

State

Country

Citizenship

Mailing Address

Mailing Address


City

State

ZIP

Country

Burden Hour Statement: This form is estimated to take 21 minutes to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U S Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231

Please type a plus sign (+) inside this box 

PTO/SB/81 (02-01)

Approved for use through 10/31/2002 OMB 0651-0035


U S Patent and Trademark Office, U S DEPARTMENT OF COMMERCE

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## POWER OF ATTORNEY OR AUTHORIZATION OF AGENT

Application Number	
Filing Date	Concurrently herewith
First Named Inventor	Andrew J. Vilcauskas, Jr.
Title	Post-Session Internet Advertising...
Group Art Unit	
Examiner Name	
Attorney Docket Number	KDO:195860-1

I hereby appoint:

☒ Practitioners at Customer Number  

☐ Practitioner(s) named below:



Name	Registration Number

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please change the correspondence address for the above-identified application to:

☒ The above-mentioned Customer Number.

OR

☐ Practitioners at Customer Number

OR

Place Customer  
Number Bar Code  
Label here

☐ Firm or  
Individual Name

Address

Address

City

State

Zip

Country

Telephone

Fax

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).

### SIGNATURE of Applicant or Assignee of Record

Name

Andrew J. Vilcauskas, President of ExitExchange Corporation

Signature

Date

May 24, 2001

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.

☒ \*Total of 1 forms are submitted.

Burden Hour Statement This form is estimated to take 3 minutes to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U S Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS SEND TO Assistant Commissioner for Patents, Washington, DC 20231

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**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Andrew J. Vilcauskas, et al.  
 Application No./Patent No.: \_\_\_\_\_ Filed/Issue Date: Concurrently herewith  
 Entitled: POST-SESSION INTERNET ADVERTISING SYSTEM  
ExitExchange Corporation, a corporation  
 (Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or  
 2. ☐ an assignee of less than the entire right, title and interest.  
 The extent (by, percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
 The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.  
 2. From: \_\_\_\_\_ To: \_\_\_\_\_  
 The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.  
 3. From: \_\_\_\_\_ To: \_\_\_\_\_  
 The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

[ ] Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

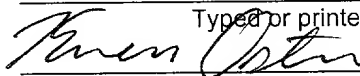
The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

May 24, 2001

Date

Karen Dana Oster

Typed or printed name



Signature

Attorney of Record

Title